

EXHIBIT J

Memorandum of Understanding (MOU)

between

San Francisco Terminal Equipment Company, LLC (SFOTEC)

and

United Air Lines, Inc. (UAL)

This MOU pertaining to the staffing of Ramp Tower "G" shall become effective on a date that is mutually agreed to by SFOTEC and UAL, but in no case later than December 1, 2000. All staffing, training and managerial costs of operating Ramp Tower "G" shall be the responsibility of UAL; provided that maintenance of Ramp Tower "G" shall remain the responsibility of SFOTEC. All radio, telephone and other equipment installed and supplied by SFOTEC will be maintained by SFOTEC, however, UAL will assume any repair cost which is caused by or results from the negligence of UAL. SFOTEC will be responsible for utility costs for its own equipment, Airport rent and tenant improvements. Ramp Tower "G" has been assigned frequency 119.225 by the FAA. UAL may, at its own discretion, choose to operate and install other equipment in conjunction with SFOTEC's equipment as long as it does not interfere with the primary duty and responsibility of providing non-movement traffic advisories as depicted on Attachment 2.

UAL agrees to defend, indemnify and hold SFOTEC entirely free and harmless from all claims, demands, legal actions and proceedings and governmental investigations and proceedings brought by third parties arising or resulting from the negligence, willful misconduct or breach of this MOU by UAL, its employees or agents, and from all resulting judgements, liabilities, fines, penalties, damages, losses, costs and expenses, except to the extent attributable to the negligence, willful misconduct or breach of this MOU by SFOTEC, its employees or agents.

While subject to final review and approval, it is the intent of SFOTEC not to include or charge UAL for any staffing expenses attributable to the control of non-movement areas which shall be the responsibility of Ramp Tower "A". UAL will, however, as a SFOTEC member carrier, be included in the proration of staffing expenses attributable for MUFIDS and gate management services performed in Ramp Tower "A" covering the entire NITB.

It is intended that this MOU remain in effect for an undefined term, however, either party may terminate this MOU for any reason by providing written notice a minimum of ninety (90) days in advance.

1. **PURPOSE:** The purpose of this MOU is to prescribe procedures for the staffing and management of the Ramp Tower located on Boarding Area "G" in the New International Terminal Building (NITB) responsible for non-movement areas as depicted on Attachment 2.
2. **RESPONSIBILITIES:**

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- A. UAL shall staff the tower on behalf of SFOTEC and be responsible for controlling the following non-movement and traffic areas:
 - 1) All Boarding Area "G" aircraft gates.
 - 2) Boarding Area "F" aircraft gates 72,73,74,75,81,83,85,87,89.
 - 3) All other non-movement areas south of spots 10 & 11 (as depicted in the shaded areas in Attachment 2).
- B. SFO Air Traffic Control Tower (SFO ATCT) shall be the controlling agency for all movement areas, (as depicted in Attachment 2).

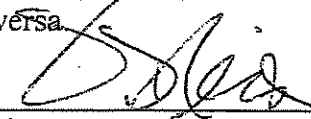
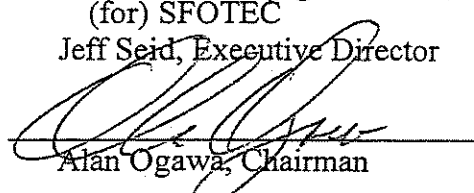
3. **PROCEDURES:**

- A. UAL shall:
 - 1) Use recommended phraseology prescribed in Appendix 1.
 - 2) Direct departing aircraft to spot 10, (as depicted in Attachment 2) unless otherwise coordinated with SFO ATCT. When on a southeast configuration, direct departing aircraft to Spot 11.
 - 3) Ensure that departing aircraft do not taxi onto movement areas prior to contacting SFO ATCT Ground Control.
 - 4) Ensure that arriving aircraft do not delay or stop on movement areas without prior coordination and approval by SFO ATCT Ground Control.
 - 5) Ensure that any aircraft calling for push back approval at gates other than those under the control of UAL on behalf of SFOTEC contact SFO ATCT Ground Control for approval.
 - 6) Ensure that during gatehold operations, all aircraft contact SFO Gatehold prior to requesting push back approval from UAL on behalf of SFOTEC.
 - 7) Issue push back approval in sufficient time to allow the aircraft to meet flow times and/or "Expect Departure Clearance Times" (EDCT).
 - 8) Maintain 24- hour control of all areas/gates listed in paragraph 2a, and (as depicted in Attachment 2).

b: SFOATCT shall:

- 1) Direct arriving aircraft to Spot 11 (as depicted in Attachment 2) unless otherwise coordinated with UAL on behalf of SFOTEC.
- 2) Advise aircraft to contact Ramp Control Tower "G" for push back approval during gatehold operations.
- 3) Notify both ramp towers via telephone, when changing runway configurations from west to southeast, and visa versa


(for) United Air Lines, Inc.
Bill Roy, General Manager, SFO


(for) SFOTEC
Jeff Seid, Executive Director

Alan Ogawa, Chairman

cc: SFIA Airfield Operations
SFOATCT (FAA Tower Manager)